CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2021-0163 **Innoprise Contract #:** C21-0064

Year: 2021 **Amount:** $6,516,516.85

Department: Public Works

Contract Type: Construction or Instillation

Contractors Name: Austin Tyler Construction, Inc.

Contract Description: 2021 Neighborhood Road Improvement Program

ORLAND PARK

2021 Neighborhood Road Improvement Program
(Contract for Small Construction or Installation Project)

This Contract is made this 19th[th] day of April 2021 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Austin Tyler Construction, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract
The Terms and General Conditions pertaining to the Contract
The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
- The Invitation to Bid ITB 21-018
- The Instructions to the Bidders

The Bid Proposal dated March 25, 2021, as it is responsive to the VILLAGE's bid requirements
Certificate of Compliance
Certificates of Insurance
Performance and Payment Bonds required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

The CONTRACTOR shall provide all supervision, labor, equipment, and materials to complete the project. The Project includes roadway resurfacing, storm sewer, curb, sidewalk, landscape restoration and paving improvements at various locations within the Village, as detailed in the Bid Specifications.

All work shall be performed in accordance with the latest editions of the following:

- Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" along with the latest edition of "Supplemental Specifications and Recurring Special Provisions" (collectively the "SSRBC")
- "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (typically identified as the MUTCD)
- "Standard Specifications for Water and Sewer Main Construction in Illinois."

LOCATION OF WORK AND SPECIFICATIONS:

The specifications for this project are attached as Exhibits A-C.
- Exhibit A – Project Plans, Estimated Quantities
- Exhibit B - Special Provisions provides specific project descriptions and requirements.

- Exhibit C - Construction Details provides details about projected construction needs.

Additionally, the contractor shall submit a construction schedule prior to starting any work, and shall submit bi-weekly progress reports until all work is completed.

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the attached unit pricing for the WORK, identified as Exhibit D- Unit Price Sheet:

TOTAL: an amount not to exceed SIX MILLION FIVE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED SIXTEEN AND 85/100 ($6,516,516.85) Dollars (bid amount of $6,396,516.85 PLUS $120,000.00 contingency for unforeseen conditions) based upon Exhibit D proposed unit prices.

(hereinafter referred to as the "CONTRACT SUM.") The above amount includes a contingency which may not be spent without prior written approval by the Village through a Change Order Request. The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by November 15, 2021 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. Liquidated damages may be assessed daily after November 15, 2021 if the work is not complete. Should the Contractor neglect, refuse, or fail to complete the work under the contract by November 15, 2021 and in view of the difficulty of estimating with exactness the damages caused by such delay, the Village will have the right to charge the Contractor for each and every calendar day that the work Is not complete according to the Village's Plans and Specifications, as liquidated damages and not a penalty. This amount shall be calculated as shown in the Schedule of Deductions for Each Day of Overrun in Contract Time, per Article 108.09: Failure to Complete the Work on Time of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction in its latest edition. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall

promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, delivery confirmed, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt. Notice shall be sent to the following:

To the VILLAGE:	To the CONTRACTOR:
Finance Department	Austin Tyler Construction, Inc.
Village of Orland Park	Gary S. Schumal, President
14700 South Ravinia Avenue	23343 S. Ridge Road
Orland Park, Illinois 60462	Elwood, IL 60421
Telephone: 708-403-6195	Telephone: 815-726-1090
Facsimile: 708-403-9212	Facsimile: 815-726-1171
e-mail: nmerced@orlandpark.org	e-mail: gschumal@austin-tyler.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE	FOR: THE CONTRACTOR
By: George Kuczwara	By: Gary S. Schumal
Print name: George Kuczwara	Print name: Gary S. Schumal
Its: Village Manager	Its: President
Date: 4-23-21	Date: April 19, 2021

ORLAND PARK

Terms and General Conditions for the CONTRACT between The Village of Orland Park (the "VILLAGE") and Austin Tyler Construction, Inc. (the "CONTRACTOR") for 2021 Neighborhood Road Improvement Program (the "WORK") dated March 25, 2021 (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1. VILLAGE'S RIGHTS AND DUTIES

1.1.1. Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.

1.1.2. The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.

1.1.3. The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.

1.1.4. The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.

1.1.5. If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2. CONTRACTOR'S RIGHTS AND DUTIES

1.2.1. The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.

1.2.2. The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.

1.2.3. CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.

1.2.4. CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.

1.2.5. The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.

1.2.6. The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.

1.2.7. CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1. This CONTRACT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

1.2.7.2. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for

work to be performed under the CONTRACT.

1.2.8. CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1. The CONTRACT consists of the following documents and items:

2.1.1. Agreement between the parties
2.1.2. Terms and General Conditions to the Agreement
2.1.3. Special Conditions to the Agreement, if any
2.1.4. The Project Manual dated March 9, 2021 which includes
- Invitation to Bid ITB 21-018
- Scope of Work
- Instructions to the Bidders
- Special Provisions and Construction Details

2.1.5. Accepted Bid Proposal dated March 25, 2021, as it conforms to the bid requirements
2.1.6. Addenda, if any
2.1.7. Certificate of Compliance required by the VILLAGE
2.1.8. Required Certifications and documents as may be required by other project funding agencies
2.1.9. Required Certificates of Insurance
2.1.10. Performance and Payment Bonds

ARTICLE 3: PAYMENTS AND COMPLETION

3.1. The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2. No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.

3.3. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.

3.4. Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.5. All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

ARTICLE 4: TAXES

4.1. The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

5.1. The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material

ARTICLE 6: ASSIGNMENT

6.1. The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

6.2. WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.

6.3. The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.

6.4. The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.

6.5. By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1. All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.

7.2. The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

8.1. If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance

therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

8.2. Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.

8.3. All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

9.1. Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

9.2. Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1. Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1. Insurance Requirements

11.1.1. The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and

endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

11.1.2. The amounts and types of insurance required are defined in Insurance Requirements, a copy of which is attached hereto and made a part hereof.

11.1.3. CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

11.2. Indemnification

11.2.1. The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2. The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1. All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by $10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed

by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1. VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND CONTRACTOR:

CONTRACTOR

By: _____ Date: April 19, 2021

Print Name & Title: Gary S. Schumal President

VILLAGE OF ORLAND PARK

By: _____ Date: 4-23-21

Print Name: George Koczwara, Village Manager

EXHIBIT 1

Insurance Requirements

WORKERS COMPENSATION & EMPLOYER LIABILITY
$1,000,000 – Each Accident $1,000,000 – Policy Limit
$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence $2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)
$2,000,000 – Each Occurrence $2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's.

Exhibit D

ORLAND PARK

Unit Price Sheet

ITB 21-018

2021 NEIGHBORHOOD ROAD IMPROVEMENT PROGRAM

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	Cost
1	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	55,160	SQ FT	$ 6.70	$ 369,572.00
2	PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH- HIGH EARLY STRENGTH	5,550	SQ FT	$ 10.00	$ 55,500.00
3	DETECTABLE WARNINGS	4,000	SQ FT	$ 24.00	$ 96,000.00
4	SIDEWALK REMOVAL	59,900	SQ FT	$ 2.25	$ 134,775.00
5	CONCRETE CURB TYPE B	240	FOOT	$ 26.00	$ 6,240.00
6	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	30,535	FOOT	$ 25.00	$ 763,375.00
7	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	980	FOOT	$ 27.00	$ 26,460.00
8	COMBINATION CURB AND GUTTER REMOVAL	32,835	FOOT	$ 10.00	$ 328,350.00
9	CONCRETE GUTTER TYPE A, 18"	1,000	FOOT	$ 28.00	$ 28,000.00
10	CONCRETE SLAB RAISING	31,870	SQ FT	$ 3.05	$ 97,203.50
11	SHOTCRETE CURB & GUTTER REPAIR	430	FOOT	$ 49.00	$ 21,070.00
12	P.C.C. DRIVEWAY REMOVAL & REPLACEMENT, 5"	20,985	SQ FT	$ 6.75	$ 141,648.75
13	P.C.C. DRIVEWAY REMOVAL & REPLACEMENT, 8"	8,915	SQ FT	$ 10.80	$ 96,282.00
14	H.M.A. DRIVEWAY REMOVAL & REPLACEMENT, 3"	2,525	SQ YD	$ 50.00	$ 126,250.00
15	BRICK DRIVEWAY REMOVAL & REPLACEMENT	2,160	SQ FT	$ 25.00	$ 54,000.00
16	IMPRINTED COLORED PCC DRIVEWAY REMOVAL & REPLACEMENT	955	SQ FT	$ 0.01	$ 9.55
17	IMPRINTED COLORED HMA DRIVEWAY REMOVAL & REPLACEMENT	40	SQ YD	$ 0.01	$ 0.40
18	WASHOUT BASIN	16	EACH	$ 500.00	$ 8,000.00
19	TREE ROOT PRUNING	625	EACH	$ 0.01	$ 6.25
20	MATERIAL EXCAVATION	6,170	CU YD	$ 28.00	$ 172,760.00
21	HOT-MIX ASPHALT SURFACE REMOVAL - 6-1/2"	45,055	SQ YD	$ 3.90	$ 175,714.50
22	HOT-MIX ASPHALT SURFACE REMOVAL - 4-1/2"	55,880	SQ YD	$ 2.70	$ 150,876.00
23	HOT-MIX ASPHALT SURFACE REMOVAL - 1-3/4"	69,185	SQ YD	$ 1.50	$ 103,777.50
24	HOT-MIX ASPHALT SURFACE REMOVAL - EDGE MILL	8,350	SQ YD	$ 1.05	$ 8,767.50
25	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	1,940	SQ YD	$ 0.01	$ 19.40
26	BITUMINOUS MATERIALS- TACK COAT	83,400	POUNDS	$ 0.01	$ 834.00
27	CLASS D PATCHES- VARIOUS TYPES	1,740	TON	$ 100.00	$ 174,000.00
28	CLASS D PATCHES- VARIOUS TYPES- OFFSITE	20	TON	$ 175.00	$ 3,500.00
29	AGGREGATE BASE COURSE, TYPE B	660	TON	$ 22.00	$ 14,520.00
30	PREPARATION OF BASE	102,675	SQ YD	$ 0.80	$ 82,140.00
31	AGGREGATE BASE COURSE	6,800	TON	$ 22.00	$ 149,600.00
32	AGGREGATE SUBGRADE IMPROVEMENT- PGE FOR SUBBASE	10,325	TON	$ 28.00	$ 289,100.00
33	AGGREGATE FOR TEMPORARY ACCESS	560	TON	$ 22.00	$ 12,320.00
34	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	14,780	SY	$ 0.01	$ 147.80
35	TRENCH BACKFILL, CA-6	700	TON	$ 28.00	$ 19,600.00
36	TRENCH BACKFILL, CA-7	455	TON	$ 33.00	$ 15,015.00
37	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	17,740	TON	$ 60.00	$ 1,064,400.00
38	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	18,690	TON	$ 66.00	$ 1,233,540.00
39	SEEDING, CLASS 1 (& TOPSOIL)	5,350	SQ YD	$ 6.00	$ 32,100.00
40	EROSION CONTROL BLANKET	2,675	SQ YD	$ 3.00	$ 8,025.00
41	SODDING (& TOPSOIL)	320	SQ YD	$ 30.00	$ 9,600.00
42	INLET FILTERS	370	EACH	$ 0.01	$ 3.70
43	PIPE UNDERDRAINS 6" (SPECIAL)- FABRIC LINED TRENCH	4,700	FOOT	$ 22.50	$ 105,750.00
44	FRAMES AND LIDS TO BE ADJUSTED (STEEL RING)	20	EACH	$ 125.00	$ 2,500.00
45	CATCH BASINS TO BE ADJUSTED	113	EACH	$ 200.00	$ 22,600.00
46	CATCH BASINS TO BE ADJUSTED- REPLACEMENT FRAME	41	EACH	$ 500.00	$ 20,500.00
47	INLETS TO BE RECONSTRUCTED, SPECIAL	16	EACH	$ 950.00	$ 15,200.00
48	CATCH BASINS TO BE RECONSTRUCTED, BLOCK	4	EACH	$ 800.00	$ 3,200.00
49	CATCH BASINS TO BE RECONSTRUCTED, CONE SECTION	8	EACH	$ 800.00	$ 6,400.00
50	CATCH BASINS TO BE RECONSTRUCTED, FLAT SLAB TOP	6	EACH	$ 800.00	$ 4,800.00
51	CATCH BASINS TO BE MORTARED	227	EACH	$ 80.00	$ 18,160.00
52	REBUILD EXISTING HANDHOLE	1	EACH	$ 2,800.00	$ 2,800.00
53	TRAFFIC CONTROL AND PROTECTION, SPECIAL	1	LSUM	$ 100,000.00	$ 100,000.00
54	EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS	100	SF	$ 5.00	$ 500.00
55	EPOXY PAVEMENT MARKING - LINE 4"	8,120	FOOT	$ 0.60	$ 4,872.00
56	EPOXY PAVEMENT MARKING - LINE 6"	11,190	FOOT	$ 1.00	$ 11,190.00
57	EPOXY PAVEMENT MARKING - LINE 6"	1,332	FOOT	$ 1.00	$ 1,332.00
58	EPOXY PAVEMENT MARKING - LINE 24"	722	FOOT	$ 5.00	$ 3,610.00
				*TOTAL COST	$ 6,396,516.85

*Please enter Total Cost on Bidder Summary Sheet

Firm Name: [illegible]ler Construction, Inc

Signed: [illegible]

Title: President

Dated: 8/25/2021

BIDDER SUMMARY SHEET
ITB 21-018
2021 NEIGHBORHOOD ROAD IMPROVEMENT PROGRAM

Business Name: Austin Tyler Construction, Inc

Street Address: 23343 S Ridge Road
Elwood, IL 60421

City, State, Zip:

Contact Name: Gary S. Schumal

Title: President

Phone: (815) 726-1090 Fax: (815) 726-1171

E-Mail address: GSchumal@Austin-Tyler.com

Price Proposal

GRAND TOTAL BID PRICE $ 6,396,516.85

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Gary S. Schumal.

Signature of Authorized Signee: Gary S. Schumal

Title: President Date: March 25, 2021

ORLAND PARK

CERTIFICATE OF COMPLIANCE

Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Gary S. Schumal,
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of Austin Tyler Construction, Inc,
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes [X] No [ ]

Federal Employer I.D. #: 38-3900388
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
[X] Corporation Illinois *(State of Incorporation)* March 7, 2013 *(Date of Incorporation)*

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes [X] No [ ]

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS:** Yes [X] No [ ]

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY COMPLIANT:** Yes [X] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a

minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [X] No [ ]**

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights
Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **PREVAILING WAGE COMPLIANCE:** Yes [X] No [ ]

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

7) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes [X] No [ ]

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Union Sponsored
LABORS LOCAL 75 - IL017-0602
OPERATORS LOCAL 150 - IL008780173
CEMENT FINISHERS LOCAL 11 - IL004890005

Brief Description of Program:

LABORERS LOCAL 75 · IL017-0602

OPERATORS LOCAL 150 - IL0087801 73

CEMENT FINISHERS LOCAL 11 - IL0048900 05

8) TAX COMPLIANT: Yes [X] No [ ]

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Gary S. Schumal

Name of Authorized Officer

President

Title

March 25, 2021

Date

ORLAND PARK
INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
Workers' Compensation – Statutory Limits
Employers' Liability
$1,000,000 – Each Accident $1,000,000 – Policy Limit
$1,000,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY
$1,000,000 – Combined Single Limit for Bodily Injury & Property Damage
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)
$1,000,000 – Each Occurrence for Bodily Injury & Property Damage
$2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)
$2,000,000 – Each Occurrence
$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers' Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on on excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverages. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A, VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 25TH DAY OF March, 2021

Signature

Gary S. Schumal President
Printed Name & Title

Authorized to execute agreements for:
Austin Tyler Construction, Inc
Name of Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Robertson Ryan & Associates, Inc
1770 Park Street, Suite 210
Naperville IL 60563

CONTACT NAME: Elizabeth Marro
PHONE (A/C, No, Ext): 630.420.3400 FAX (A/C, No): 630.420.8520
E-MAIL ADDRESS: emarro@robertsonryan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : St Paul Surplus Lines Insurance Company	30481
INSURER C : The Travelers Indemnity Company of Connecticut	25682
INSURER D : GREAT AMERICAN INSURANCE COMPANY	16691
INSURER E :	
INSURER F :	

INSURED AUSTYL1
Austin Tyler Construction, Inc
Joliet Asphalt, LLC
23343 S. Ridge Road
Elwood IL 60421

COVERAGES **CERTIFICATE NUMBER:** 271382155 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			VTOCO3L20868720	8/25/2020	8/25/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU Included						MED EXP (Any one person)	$ 10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			VTJCAP3L20867520	8/25/2020	8/25/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			TUU032404009	8/25/2020	8/25/2021	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-2N155867-20-25-D	8/25/2020	8/25/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C B	Inland Marine Pollution Liability Installation Floater			QT6601C964842COF20 ZEV21P31889	8/25/2020 8/25/2020	8/25/2021 8/25/2021	Leased/Rented Site & Premises Installation Floater	$500,000 3,000,000 $750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Orland Park 2021 Neighborhood Road
The Village of Orland Park and their respective officers, trustees, directors, employees and agents are included as additional insureds on the General Liability and Auto Liability on a Primary & Non-Contributory basis when required by written contract.
Waiver of subrogation applies in favor of the additional insured on the General Liability and Workers Compensation when required by written contract.
Umbrella follows form.

CERTIFICATE HOLDER

Village of Orland Park
14700 Ravinia Avenue
Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Austin Tyler Construction, Inc
(Enter Name of Business Organization)

1. ORGANIZATION: Will County D.O.T.
   ADDRESS: 16841 W. Laraway Joliet, IL 60433
   PHONE NUMBER: (815) 727-8476
   CONTACT PERSON: Steve Pearson
   YEAR OF PROJECT: 2020

2. ORGANIZATION: Village of New Lenox
   ADDRESS: 1 Veterans Pkwy New Lenox, IL 60451
   PHONE NUMBER: (815) 462-6400
   CONTACT PERSON: Will Nash
   YEAR OF PROJECT: 2020

3. ORGANIZATION: City of Lockport
   ADDRESS: 17112 Prime Blvd Lockport, IL 60451
   PHONE NUMBER: (815) 838-0549
   CONTACT PERSON: Dan Hansen
   YEAR OF PROJECT: 2020

Bond #: ASA1986-B648-0018

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Austin Tyler Construction, Inc.
23343 S. Ridge Rd.,
Elwood, IL 60421

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company

Mailing Address for Notices

100 William Street,
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Village of Orland Park
14700 S. Ravinia Ave.,
Orland Park, IL 60462

CONSTRUCTION CONTRACT
Date: 4/20/2021

Amount: $ Six Million Five Hundred Sixteen Thousand Five Hundred Sixteen and Eighty Five Cents ($6,516,516.85)

Description:
(Name and location)

Orland Park 2021 Neighborhood Road Improvement Program

BOND
Date: 4/19/2021
(Not earlier than Construction Contract Date)

Amount: $ Six Million Five Hundred Sixteen Thousand Five Hundred Sixteen and Eighty Five Cents ($6,516,516.85)

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Austin Tyler Construction, Inc.

Signature:

Name and Title:

Gary S. Schumal, President

SURETY
Company: *(Corporate Seal)*

Hudson Insurance Company

Signature:

Name and Title:

Elizabeth Marro, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Robertson Ryan & Associates
1770 Park St. Suite 210
Naperville, IL 60563

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Austin Tyler Construction, Inc.

Signature: Gary S. Schumal

Name and Title: Gary S. Schumal, President

Address

SURETY

Company: *(Corporate Seal)*

Hudson Insurance Company

Signature: Elizabeth Marro

Name and Title: Elizabeth Marro, Attorney-In-Fact

Address

HUDSON INSURANCE GROUP

ASA1986-B648-0018

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Christopher L. Spangler, Lynn M. Blaylock, Elizabeth Marro, Christine Cannella

of the state of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 24th day of March, 20 21 at New York, New York.

(Seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 24th day of March, 20 21 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

CAMERON GOURLAY NOTARY PUBLIC STATE OF NEW YORK

Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 19th day of April, 20 21.

(Seal)

By.....
Dina Daskalakis, Corporate Secretary

BOND # ASA1986-B648-0018

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Austin Tyler Construction, Inc.
23343 S. Ridge Rd.,
Elwood, IL 60421

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company

Mailing Address for Notices

100 William Street,
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Village of Orland Park
14700 S. Ravinia Ave.,
Orland Park, IL 60462

CONSTRUCTION CONTRACT
Date: 4/20/2021

Amount: $ Six Million Five Hundred Sixteen Thousand Five Hundred Sixteen and Eighty Five Cents ($6,516,516.85)

Description:
(Name and location)

Orland Park 2021 Neighborhood Road Improvement Program

BOND
Date: 4/19/2021
(Not earlier than Construction Contract Date)

Amount: $ Six Million Five Hundred Sixteen Thousand Five Hundred Sixteen and Eighty Five Cents ($6,516,516.85)

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Austin Tyler Construction, Inc.

Signature: _____

Name and Title:

Gary S. Schumal, President

SURETY
Company: *(Corporate Seal)*

Hudson Insurance Company

Signature: _____

Name and Title:

Elizabeth Marro, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Robertson Ryan & Associates
1770 Park St. Suite 210
Naperville, IL 60563

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Austin Tyler Construction, Inc.

Signature: _____
Name and Title:
Address Gary S. Schumal, President

SURETY
Company: *(Corporate Seal)*

Hudson Insurance Company

Signature: _____
Name and Title:
Address Elizabeth Meare, Attorney-In-Fact

HUDSON INSURANCE GROUP

ASA1986-B648-0018

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Christopher L. Spangler, Lynn M. Blaylock, Elizabeth Marra, Christine Cannella

of the state of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 24th day of March, 20 21 at New York, New York.

(seal)

Attest
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS

On the 24th day of March, 20 21 before me personally came Michael P Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto, by like order

(Notarial Seal)

CAMERON GOURLAY NOTARY PUBLIC STATE OF NEW YORK

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS

The undersigned **Dina Daskalakis** hereby certifies.

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 19th day of April, 20 21

(Seal)

By
Dina Daskalakis, Corporate Secretary